

REMARKS

In the Office Action, the Examiner objects to claims 8 and 22 due to "formalities." Claims 8 and 22 have been cancelled to narrow the scope of issues in the application and to advance the application to allowance.

It is noted that the Examiner has cited several patents dealing with lighting, and it is acknowledged that the lighting area is a crowded field of art and that the Claims should be narrowly construed. It is also noted that the present invention is limited in the Claims to "full cut-off" lighting.

The Examiner rejects claims 1, 4-6, and 14-22 under 35 U.S.C. 102(b) as being anticipated by *Brandt*. However, rather than using the actual words and teachings of *Brandt*, the Examiner, in the rejection, tracks the language of the Claims of the present application and uses creative reasoning and linguistics to "justify" ignoring novel elements of the present invention. For example, each and every claim of the application applies to only "full cut-off" lighting. The Examiner states that ". . . the structure met *inherently* achieves full cut-off . . ." Like some people look at ink blots and see butterflies, it seems that the Examiner is looking at *Brandt* and seeing elements of the present invention that just are not there. *Brandt* does not ever teach or even use the words "full cut-off lighting", much less teach the application of full cut-off lighting to a ball field. In fact, *Brandt* specifically shows lighting structures that are clearly not full cut-off in figure 1 and figure 6. This is apparent even at a glance. The Applicant respectfully request the Examiner to review the prior Office Action and the literature from the Illuminating Engineering Society of North America provided therewith. If the Examiner has any questions regarding the meaning of "full cut-off", the Examiner is requested to contact either the Applicant or the Attorney. Furthermore, *Armstrong* never identifies the problem of spill-effect lighting, which is solved by the Applicant's invention. Because independent claims 1, 9 and 14 are clearly defined away from prior art because they recite the limitation of being "full cut-off", and because they describe the structure that achieves full cut-off, namely the full cut-off illumination assembly as described in the specification on page 11, lines 1-10, the Examiner is respectfully

requested to withdraw the rejections to claims 1, 4-6, and 14-22 under 35 U.S.C. 102(b).


In addition, claims 2, 3, and 7-13 stand rejected under 35 USC 103(a) as being anticipated by *Brandt* in view of *Armstrong*. However, neither *Armstrong* nor *Brandt* teach full cut-off lighting as claimed by the Applicant in each and every claim. It can hardly be said that the combination of *Armstrong* and *Brandt* somehow teaches full cut-off lighting, and, thus, the combination of *Armstrong* and *Brandt* does not teach a full cut-off lighting device. As pointed out above, *Brandt* does not ever mention the word "full cut-off", and, in fact, the word "full cut-off" luminary never appears in *Armstrong*. Furthermore, neither *Armstrong* nor *Brandt* identifies the problem of spill-effect lighting, which is solved by the Applicant's invention. Accordingly, withdrawal of the rejection under 35 USC 103(a) based on *Brandt* in view of *Armstrong* is respectfully requested.

In summary, all independent claims are believed to now be in condition for allowance. In addition, since all independent claims are now in condition for allowance it is noted that each dependent claim is also in condition for allowance, and thus allowance of each dependent claim is also requested. Other references made of record but not relied upon in the Office Action are considered no more relevant to the invention than the reference relied upon by the Examiner.

Thus, it is believed that pending Claims 1-7, and 9-21 are allowable, and allowance of said claims is respectfully requested. If the Examiner has any other matters which remain, the Examiner is encouraged to contact the undersigned attorney to resolve these matters by Examiner's Amendment where possible.

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Respectfully Submitted,


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